

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## SUBSURFACE OIL, GAS AND MINERAL LEASE

THIS AGREEMENT ("Lease") made this 11th day of September, 2008, between Ethen-Ross K. Abella and wife, Cynthia Ann Abella, as Lessor (whether one or more), whose address is 8971 Hialeah Circle N, North Richland Hills, Texas 76180 and DDJET Limited LLP, as Lessee, whose address is 13465 Midway Road, Dallas, Texas, 75244, WITNESSETH:

1. Lessor in consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, sulfur, fissionable materials and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and geophysical tests and surveys, injecting gas, water and other fluids and air into subsurface strata, laying pipelines, establishing and utilizing facilities for the disposition of salt water, dredging and maintaining canals, building roads, bridges, tanks, telephone lines, power stations and other structures thereon, and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto necessary to Lessee in operations to produce, save, take care of, treat, transport and own said minerals, the following described land in Tarrant County, Texas, (herein referred to as the "Lease Premises" or the "Land") to-wit

### See attached Exhibit "A" for Land Description

This Lease also covers and includes all land and interest in land owned or claimed by Lessor adjacent or contiguous to the Land particularly described above, whether the same be in said survey or surveys or in adjacent surveys. Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for the purpose of providing a more specific description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises by inserting, as appropriate, the applicable Acreage, Survey, Abstract, City and Plat information in the description set forth in Exhibit "A," attached hereto.

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this Lease shall be for a term of Three (3) years from the date hereof (called "Primary Term") and as long thereafter as oil, gas or other mineral is produced from said Land or land pooled therewith hereunder, or as long as this Lease is continued in effect, as otherwise provided herein.

3. The royalties to be paid by Lessee are: (a) on oil, 25.00% of that produced and saved from said Land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from the Land and sold or used off the Lease Premises or for the extraction of gasoline or other product therefrom, the market value at the well of 25.00% of the gas so sold or used, provided that on gas sold by Lessee the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be 25.00% of the amount realized by Lessee from such sale; and (c) on fissionable materials and all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulfur mined or marketed, the royalty shall be Two Dollars (\$2.00) per long ton. If the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which Lessee may receive and retain. Lessee shall have free from royalty or other payment the use of water, other than water from Lessor's wells or tanks, and of oil, gas and coal produced from the Lease Premises in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil, gas and coal shall be computed after deducting any so used. If Lessee drills a well on said Land or on land pooled therewith, which well is capable of producing oil or gas but such well is not being produced and this Lease is not being maintained otherwise as provided herein, this Lease shall not terminate, whether it be during or after the Primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the Lease Premises covered by this Lease when Lessee shall pay or tender (or make a bona fide attempt to pay or tender) as royalty to the parties who at the time of such payment would be entitled to receive royalty hereunder if the well was producing, or deposit to their credit in USA Federal Savings Bank at 10750 McDermott Freeway Suite 67828-2000 (which bank as agent or depository and its successors are royalty owner or owners' agent, and shall continue as depository for all such sums which Lessee may pay hereunder regardless of changes in ownership or royalties) the sum of One and no/100 Dollar (\$1.00) for each calendar month, or portion thereof, thereafter during which said well is situated on the Lease Premises, or on land pooled therewith, and this Lease is not otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first payment of such sum, shall be made on or before the first day of each calendar month after expiration of ninety (90) days from the date the lease is not otherwise maintained for all accruals to such date, and thereafter on or before the first day of each third calendar month for all accruals to each such date to Lessor's designated depository bank or, if a depository is not designated above, then mailed on or before the due date of payment to the parties entitled thereto at Lessor's address set forth above or to the last known address provided in writing to Lessee by Lessor. Lessee's failure to properly or timely pay or tender any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Notwithstanding anything to the contrary, Lessee may from time to time withhold and accumulate such payments payable to Lessor until the first of the calendar month following the accumulation of Twenty-Five and no/100 Dollars (\$25.00) when payment shall be made as above provided.

4. The cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from time to time, execute and deliver to Lessor, or to the depository bank, or file for record a release or releases of this Lease as to any part or all of said Land or of any mineral or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zone or formation. If this Lease is released as to all minerals, horizons, zones and formations under a portion of the Lease Premises, the shut-in royalty and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this Lease immediately prior to such release.

5. Lessee, at its option, is hereby given the right and power during or after the Primary Term while this Lease is in effect to pool or combine the Lease Premises, or any portion thereof, as to oil, gas and other minerals, or any of them, with any other land covered by this Lease, and/or any other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate the Lease Premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil, gas or other mineral in and under and that may be produced from the Lease Premises. Units pooled for oil shall not substantially exceed in area 40 acres each plus a tolerance of 10% thereof; and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Notwithstanding anything to the contrary stated herein, a unit for a horizontal well may include (i) the amount of acreage allowed for obtaining a permit to drill a well under the spacing and density provisions in the applicable field or statewide rules for a vertical wellbore, plus the additional acreage listed in the tables in the Railroad Commission of Texas Rule 86 (density greater than 40 acres), or (ii) the amount of acreage allowed for obtaining a full production allowable under the applicable field or statewide rules for a vertical wellbore, plus the additional acreage listed in the tables in the Railroad Commission of Texas Rule 86 (density greater than 40 acres). Lessee may pool or combine the Lease Premises or any portion thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Pooling in one or more instances shall not exhaust the rights of Lessee to pool this Lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the Lease Premises is situated an instrument describing and designating the pooled acreage as a pooled unit; the unit shall become effective as provided in said instruments, or if said instrument makes no such provision, it shall become effective upon the date it is filed for record. Each unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option as to oil, gas and other minerals before or after commencing operations for or completing an oil or gas well or wells or mine for other mineral on the Lease Premises, and the pooled unit may include, but is not required to include, land or leases upon which a well or mine capable of producing oil, gas or other mineral in paying quantities has theretofore been completed or upon which operations for drilling of a well or mine for oil, gas or other mineral have theretofore been commenced. Operations for drilling on, or production of oil, gas or other mineral from any part of a pooled unit which include, all or a portion of the Lease Premises, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil, gas or other mineral from the Lease Premises whether or not the well or wells or mine be located on the Lease Premises, and the entire acreage constituting such unit or units, as to oil, gas or other minerals, or any of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this Lease; provided that if after creation of a pooled unit, a well or mine drilled on the unit area, other than on the land covered hereby and included in the unit, which well is not classified as the type of well for which the unit was created (oil, gas or other mineral as the case may be), such well or mine shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions of Paragraph 6 hereof. If an oil well on an oil unit, which includes all or a portion of the Lease Premises, is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the Lease Premises, is reclassified as an oil well, the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the additional drilling and reworking provisions of Paragraph 6 hereof as to all leases any part of which are included in the unit other than the leased premises on which the well is located. For the purpose of computing royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil, gas or other minerals from each pooled unit, there shall be allocated to the Lease Premises and included in said unit (or to each separate tract within the

	Printed Name: <b>Gunther Fink-Addicks</b> Address: <b>Gutstrasse 12, 2204 Hamburg</b> City: <b>Hamburg</b> State: <b>N/A</b> Zip: <b>2204</b> Country: <b>Germany</b> Phone: <b>(040) 12345678</b> Fax: <b>(040) 12345678</b> E-mail: <b>gunther@fink-addicks.de</b> Title: <b>Manager</b>
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Printed Name: Ethun-Ross K. Abell  
Title: Librarian  
(Individually and in all Capacities for the above described Land)  
By: Ethun-Ross K. Abell

16. Lessor shall, upon the request of Lessee, use its best efforts to assisting Lessee in obtaining a subordination of lease under a Deed of Trust or other security instrument that may affect the Lease Premises. Additionally, in the event Lessor receives a notice of default, acceleration of loan, or notice of sale under a Deed of Trust or other security instrument that shall comply with all reasonable requests of Lessee.

hereunder this shall be removed from their respective counterparts and attached to a single Oil, Gas and Mineral Lease and for all purposes and obligations page and acknowledgment may be considered as one single Oil, Gas and Mineral Lease.

14. Each singular pronoun herein shall include the plural whenever applicable.

13. Except as expressly provided above in Paragraph 3, Lessor's royalty may not be charged directly, or indirectly, with any of the expenses of production, gathering, dehydration, compression, processing, or treating the gas produced from the land that are incurred prior to the meter of a gas pipeline evacuating gas from the lease premises. After delivery at said inlet, lessor's royalty shall bear its proportionate share of all costs and expenses, including transportation, to the point of sale.

12. Surface Use Restrictions: Notwithstanding anything to the contrary contained herein, Lease agrees that it shall have no right to use the surface of the Premises to exercise any of the rights granted hereunder without first obtaining written consent of the Lessee's written consent. This provision shall in no way restrict Lease's horizontal drilling or operation of production from the Premises by means of bottomhole locations (for vertical wells) or with horizontal drillinghole locations (for horizontal wells) or otherwise under the Lessee's Premises by means of other lands but only insofar as such horizontal drillinghole locations do not interfere with the Lessee's Premises or other lands owned by the Lessee. Lease agrees that it shall not interfere with the Lessee's Premises by means of bottomhole locations (for vertical wells) or with horizontal drillinghole locations (for horizontal wells) or otherwise under the Lessee's Premises by means of other lands but only insofar as such horizontal drillinghole locations do not interfere with the Lessee's Premises or other lands owned by the Lessee. Any wells directionally or horizontally drilled or operated under the Lessee's Premises by means of bottomhole locations (for vertical wells) or with horizontal drillinghole locations (for horizontal wells) or otherwise under the Lessee's Premises by means of other lands but only insofar as such horizontal drillinghole locations do not interfere with the Lessee's Premises or other lands owned by the Lessee. Any wells directionally or horizontally drilled or operated under the Lessee's Premises by means of bottomhole locations (for vertical wells) or with horizontal drillinghole locations (for horizontal wells) or otherwise under the Lessee's Premises by means of other lands but only insofar as such horizontal drillinghole locations do not interfere with the Lessee's Premises or other lands owned by the Lessee.

11. Should lessor be prevented from conducting drilling or reworking operations other than those specified in this lease, lessor may exercise its implied covenant of mutual cooperation to prevent interference with any other mineral interest in the land and pooled interest or from producing oil, gas or other minerals from the land or from any other interest in the land, provided that lessor's rights under this lease are not thereby impaired.

9. Breeder by access to any information needed in carrying out his functions or in the administration of justice may, if he so desires, make a written declaration to the Commissioner of Police that he does not wish to receive any information concerning his wife or children.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change of ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production; and no change of division in such ownership shall be binding on lessor until five days after lessor shall have been furnished by registered U.S. mail at lessee's principal place of business with a certified copy of record deed instrument of instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, lessor may withhold payment until all or any of the parties entitled to receive payment under this lease shall have received payment in full.

6. It is the expectation of lessees that the leasehold interest will be held by the lessor until such time as the leasehold interest is sold or transferred to another party. The lessor shall have the right to transfer the leasehold interest to another party at any time during the term of the lease, provided that the transferee agrees to be bound by all the terms and conditions of the lease.

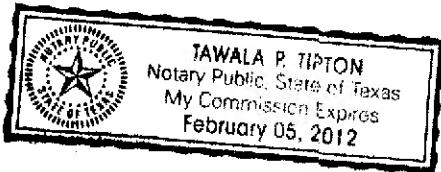
unit of this lease covers separate tracts within the unit) a prata portion of the oil, gas or other minerals produced from the unit after deduction of the unit's share of operating expenses - that is, those shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each the unit). Such allocation shall be on an acreage basis - that is, three shall be allocated to the acreage covered by the lease and included in the pooled unit after completion of the oil, gas or other minerals produced from the unit used for operations on the unit. Such allocation shall be on an acreage basis - that is, three shall be allocated to the acreage covered by this lease and included in the pooled unit after completion of the oil, gas or other minerals produced from the unit used for cessation of production on said unit.

### Individual Acknowledgment

STATE OF TEXAS §  
COUNTY OF Tarrant §

BEFORE ME, on this day personally appeared Ethen-Ross K. Abella, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of September, 2008.



SEAL:

Notary Public in and for the State of Texas

Signature of Notary: Tawala P. Tipton

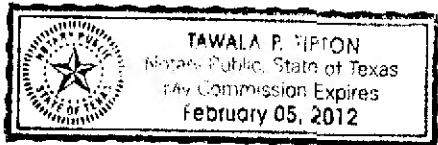
(Print Name of Notary Here) Tawala P. Tipton

My Commission Expires: 2/5/2012

STATE OF TEXAS §  
COUNTY OF Tarrant §

BEFORE ME, on this day personally appeared Cynthia Ann Abella, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of September, 2008.



SEAL:

Notary Public in and for the State of Texas

Signature of Notary: Tawala P. Tipton

(Print Name of Notary Here) Tawala P. Tipton

My Commission Expires: 2/5/2012

### Corporate Acknowledgment

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me, on this \_\_\_\_\_ day of

\_\_\_\_\_, 2008, by \_\_\_\_\_, \_\_\_\_\_ of  
(Name of officer) \_\_\_\_\_, \_\_\_\_\_ (Title of officer)

\_\_\_\_\_, a \_\_\_\_\_ corporation,  
(Name of corporation) \_\_\_\_\_, \_\_\_\_\_ (state of incorporation)

on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above written.

Notary Public in and for the State of Texas.

Signature of Notary: \_\_\_\_\_

(Print Name of Notary Here)  
My Commission Expires: \_\_\_\_\_

SEAL:

**Exhibit "A"**  
**Land Description**

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated 7th day of September, 2008, by and between, DDJET Limited LLP as Lessee and **Ethen-Ross K. Abella and wife, Cynthia Ann Abella**, as Lessor.

Lessor authorizes Lessee to insert the Acreage, Survey, Abstract, City and Plat information below, if it is not already included. From time to time Lessee may determine that some part or all of the Lease Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.242 acre(s) of land, more or less, situated in the D. Moses Survey, Abstract No. 1150, and O. Rumfield Survey and Abstract No. 1365, and being Block 5, Lot 1R, Flamingo Estates Addition, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the Plat thereof recorded in Volume/Cabinet 388-168 Page/Slide 41 of the Plat Records, Tarrant County, Texas and being further described in that certain Deed recorded 9/28/2001 as Entry #D201237866 of the Official Records of Tarrant County, Texas.

After Recording Return to:  
**HARDING COMPANY**  
13465 MIDWAY ROAD, STE. 400  
DALLAS, TEXAS 75242  
PHONE (214) 361-4292  
FAX (214) 750-7351

RA

CW



HARDING CO  
13465 MIDWAY RD # 400

DALLAS TX 75244

Submitter: PETROCASA ENERGY-INC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

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**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

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Instrument #: D208452614  
LSE        5 PGS        \$28.00

By: LG



**D208452614**

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

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